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Attorneys for Defendant Caterpillar Inc.
(erroneously served and sued as Caterpillar, Inc.)

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA

NINILCHIK CHARTERS, LLC,

Plaintiff,

vs.

CATERPILLAR, INC., a Delaware
corporation,

Defendant.

Case No. 3:04-cv-250 (TMB)

AFFIDAVIT OF STEVE A. HANSON

Affidavit of Steve A. Hanson
Ninilchik Charters, LLC v. Caterpillar Inc.
Case No. 3:04-cv-250 (TMB)
(8367-2/244804)

STATE OF ILLINOIS

COUNTY OF

ss.

I, Steve A. Hanson, affirm as follows:

1. I am over the age of eighteen, and my business address is 100 N.E. Adams Street, Peoria, Illinois. I am a Technical Coordinator at Caterpillar Inc. One of my duties as Technical Coordinator is to provide technical support for litigation involving products manufactured by Caterpillar Inc., particularly Caterpillar engines. I have personal knowledge of the facts stated herein, and if called as a witness, could and would competently testify to the following.

2. I have reviewed relevant business records maintained by Caterpillar Inc. and, based upon my review of that documentation, I have determined that the Caterpillar engine at issue in this case is a model 3208 marine engine, serial number 01Z06886. The engine was manufactured in February of 1986 and shipped to Fabco Equipment Inc. in Green Bay, Wisconsin, on March 6, 1986. True and correct copies of the Engine Invoice and Shipping Order Data evidencing this sale are collectively attached hereto as Exhibit "E."

3. Along with other owner's information for the subject engine, Caterpillar provided Fabco with Caterpillar's Limited Warranty Statement, Form No. SELF5043. This Warranty warrants the engine to be free from defects in material or workmanship for a period of 12 months, starting from the date of delivery to the first user. This warranty

defines Caterpillar responsibilities, user responsibilities, and limitations of the warranty.

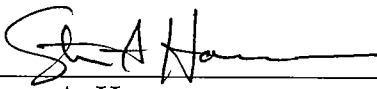
Specifically, the Limited Warranty applicable to the subject engine explicitly provides:

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN. CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

A true and correct copy of this Warranty is attached hereto as Exhibit "F."

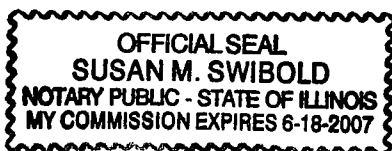
I affirm under penalty of perjury under the laws of the State of Alaska that the foregoing is true and correct.

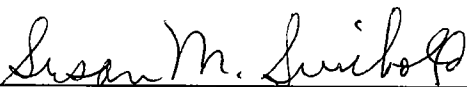
This Affidavit was executed this 29 day of MARCH, 2006 in Peoria, Illinois



Steve A. Hanson

SUBSCRIBED AND SWORN to before me this 29th day of March, 2006.





NOTARY PUBLIC in and for the State of
Illinois
My Commission Expires: 6-18-2007

Certificate of Service

I hereby certify that on April 7, 2006, a copy of the foregoing Affidavit of Steve A. Hanson was served electronically on:

Leonard R. Anderson
Davis, Randall, Anderson, & Mathis, PC
405 W. 36th Avenue, Suite 200
Anchorage, AK 99503-5872

s/ Frank A. Pfiffner